



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 16, 2009

IN REPLY PLEASE

REFER TO FILE: PD-6

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DELEGATE AUTHORITY TO ENTER INTO A
CITY OF LONG BEACH-COUNTY OF LOS ANGELES AGREEMENT FOR
FLOOD CONTROL MAINTENANCE
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

This action is to approve the delegation of authority to the Chief Engineer or her designee to enter into an agreement between the City of Long Beach and the County of Los Angeles, on behalf of the Los Angeles County Flood Control District, providing for the County of Los Angeles to reimburse the City of Long Beach up to \$500,000 for the costs of maintenance activities and removal of debris deposited on City of Long Beach beaches and marinas generated from storm flows in the Los Angeles River.

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

Delegate authority to the Chief Engineer or her designee to enter into an agreement between the City of Long Beach and the County of Los Angeles, on behalf of the Los Angeles County Flood Control District, providing for the County of Los Angeles to reimburse the City of Long Beach, up to a maximum of \$500,000, for the costs of maintenance activities and removal of debris deposited on City of Long Beach beaches and marinas generated from storm flows in the Los Angeles River. Funding is available in the Fiscal Year 2009-10 Proposed Los Angeles County Flood Control District Fund Budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is for your Board to delegate authority to the Chief Engineer or her designee to enter into an agreement with the City of Long Beach (City) for flood control maintenance substantially similar to the attached proposed agreement. The maintenance activities include the cleanup of debris and vegetation that is conveyed by flood control facilities onto City beaches and marinas.

Your Board previously approved Agreement No. 76065 between the City and the County of Los Angeles (County), on behalf of the Los Angeles County Flood Control District, providing for the County to reimburse the City for the removal of debris deposited on City beaches and marinas, aquatic habitats, and other recreational areas up to a maximum of \$500,000 annually, which will expire on June 30, 2009.

The County and City's tributary to the Los Angeles River are obligated by the Trash Total Maximum Daily Load (TMDL) requirement for the Los Angeles River to reduce trash entering the Los Angeles River to zero. Although the TMDL was overturned in 2003, as a result of a legal challenge, the Department of Public Works (Public Works) is complying with all provisions as if the TMDL is in effect. We will continue to implement an aggressive program to prevent trash from entering our drainage systems and to collect and remove trash that enters these systems from the unincorporated County areas. A trash collection device was installed to reduce the deposition of storm-laden trash, vegetation, and other floating debris emanating from the Los Angeles River and additional time is needed to determine the effectiveness of all the measures being undertaken.

Public Works is recommending that your Board approve the delegation of authority to enter into an agreement to continue the maintenance responsibilities. The proposed agreement will terminate on June 30, 2010.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Community and Municipal Services (Goal 3). The recommended action will help meet this goal by providing the City with reimbursement up to a maximum of \$500,000 for the removal of debris deposited on City beaches and marinas generated from storm flows in the Los Angeles River, which improves the quality of life in our community.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

Per the proposed agreement, the County will reimburse the City up to a maximum of \$500,000 for the City's debris removal activities. Funding is available in the Fiscal Year 2009-10 Proposed Los Angeles County Flood Control District Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attached agreement has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act (CEQA) requires public agency decision makers to document and consider the environmental implications of their actions. The City is the lead agency for this project. On February 1, 2005, Synopsis No. 42, your Board concurred with the City's finding that this project is categorically exempt from the provisions of the CEQA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This agreement will provide the City with County funding assistance necessary to remove debris from the beaches and marinas conveyed by County storm drains from July 1, 2009, to June 30, 2010.

The Honorable Board of Supervisors
June 16, 2009
Page 4

CONCLUSION

Please return one adopted copy of this letter to Public Works, Programs Development Division and to the Chief Executive Office. After final approval by the Chief Engineer or her designee, the fully executed original of the agreement will be provided for your files.

Respectfully submitted,



GAIL FARBER
Chief Engineer

GF:SA:dg

Attachment

c: Chief Executive Office (Lari Sheehan)
County Counsel
Executive Office

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY), acting on behalf of the Los Angeles County Flood Control District, a body corporate and politic, and the CITY OF LONG BEACH, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY):

W I T N E S S E T H

WHEREAS, COUNTY is administering all matters for the Los Angeles County Flood Control District pursuant to Section 56-3/4 of the COUNTY'S Charter and in accordance with Agreement No. 49080, approved on December 26, 1984, between the COUNTY and the Los Angeles County Flood Control District; and

WHEREAS, CITY and COUNTY have heretofore executed CITY-COUNTY Agreement No. 76065, which expires June 30, 2009, for the COUNTY to pay CITY up to the sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per year for the maintenance of COUNTY-owned storm drain beach outlets and removal of debris from CITY beaches and marinas; and

WHEREAS, COUNTY installed a trash collection device in the Los Angeles River (hereinafter referred to as SYSTEM), to reduce deposition of storm-laden trash, vegetation, and other floating, urban debris emanating from the Los Angeles River onto CITY beaches, marinas, aquatic habitats, and other recreational areas; and

WHEREAS, SYSTEM captured 167 tons of trash during Fiscal Year 2006-07 and 714 tons during Fiscal Year 2007-08; and

WHEREAS, COUNTY continues to implement new policies and develop new and innovative means to prevent trash from entering COUNTY'S drainage systems and to collect and remove trash that does enter these systems from the tributary unincorporated areas of the COUNTY and from the tributary cities; and

WHEREAS, COUNTY and the tributary cities are moving forward with the goal of reducing trash in the Los Angeles River by 10 percent per year; and

WHEREAS, COUNTY is willing to continue to assist CITY with the cost for the cleanup of debris deposited on CITY beaches and marinas, generated from storm flows in the Los Angeles River.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by COUNTY and CITY and of the promises herein contained, it is hereby agreed as follows:

(1) COUNTY AGREES:

- a. To pay CITY up to the sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) to assist in the cost of cleaning debris deposited on CITY

beaches and marinas, generated from runoff in the Los Angeles River and from COUNTY-owned storm drain beach outlets in CITY.

- b. To pay quarterly, upon receipt of CITY'S invoice, the necessary funds to reimburse CITY for work performed in accordance with paragraph (1) a., above.
- c. To continue to implement source control and treatment control best management practices to prevent trash from entering its drainage systems and to collect and remove trash that does enter these systems.
- d. To develop data collection methods and reporting criteria to quantify COUNTY'S efforts specified in paragraph (1) c., above and the effect of the source control and treatment control best management practices on CITY beaches and marinas.

(2) CITY AGREES:

- a. To submit to COUNTY quarterly invoices for work performed and eligible for reimbursement under the terms of this AGREEMENT.
- b. To seek reimbursement from any Federal, State, or local agency for any eligible work covered under the terms of this AGREEMENT, to notify COUNTY of those costs that are eligible for reimbursement, and to refund to COUNTY the amount received from any agency within thirty (30) calendar days after receipt of any such reimbursement received, not to exceed the amount paid to CITY by COUNTY.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. This AGREEMENT may be amended, modified, and cancelled by COUNTY or CITY by providing a written notice, one hundred twenty (120) calendar days to the other party. In the event of such cancellation notice, any work currently being performed or pending reimbursement shall not be affected by such cancellation but shall continue until completed and payment for it shall be provided in accordance with the terms of this AGREEMENT.
- b. COUNTY shall not be responsible, under the terms of this AGREEMENT, for any debris cleaning costs where CITY costs are eligible for reimbursement from any Federal, State, or local agency, or for any costs in excess of Five Hundred Thousand and 00/100 Dollars (\$500,000.00).
- c. This AGREEMENT shall take effect on July 1, 2009 and shall terminate on June 30, 2010.
- d. CITY shall not, under any circumstances, allow or direct work crews to enter or modify COUNTY storm drain systems.

- e. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Phil T. Hester, Director
Department of Parks, Recreation and Marine
City of Long Beach
2760 Studebaker Road
Long Beach, CA 90815-1697

COUNTY: Ms. Gail Farber
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- f. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from and against any claims or liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any negligence or willful acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- g. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from and against any claims or liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any negligence or willful acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- h. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2

[illegible]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF LONG BEACH on _____, 2009, and by the COUNTY OF LOS ANGELES on _____, 2009.

COUNTY OF LOS ANGELES
acting on behalf of the Los Angeles
County Flood Control District

By _____
Chief Engineer

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By _____
Deputy

CITY OF LONG BEACH

By _____
City Manager

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

BY _____
City Attorney